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*Ranches, Inc.*

13 UNITED STATES BANKRUPTCY COURT  
14 EASTERN DISTRICT OF WASHINGTON

15 In re:

16 EASTERDAY RANCHES, INC., *et al.*,  
17 Debtors.<sup>1</sup>

Chapter 11

Lead Case No. 21-00141-11  
Jointly Administered

**STIPULATION REGARDING  
DISCOVERY AND DOCUMENT  
PRODUCTION BETWEEN THE  
OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS OF  
EASTERDAY RANCHES, INC. AND  
CERTAIN NON-DEBTOR PARTIES**

20 <sup>1</sup> The debtors and debtors in possession, along with their case numbers, are as  
21 follows: Easterday Ranches, Inc. (21-00141) and Easterday Farms, a Washington  
general partnership (21-00176) (collectively “Debtors”).

1 The Official Committee of Unsecured Creditors of Easterday Ranches, Inc.  
2 (the “Ranches Committee”) appointed in the above-captioned chapter 11 cases (the  
3 “Chapter 11 Cases”), on the one hand; and Cody Easterday (“Cody”), Debby  
4 Easterday (“Debby”), Karen Easterday (“Karen”), Easterday Dairy, LLC (“Dairy”),  
5 3E Properties (“3E”), EPO, LLC (EPO”), Easterday Farms Produce Co. (“Produce”),  
6 and English Hay Company (“English Hay”), on the other hand; hereby stipulate and  
7 agree as set forth below (the “Stipulation”). Cody, Debby, Karen, Dairy, 3E, EPO,  
8 Produce, and English Hay are hereinafter collectively referred to as “Stipulating Non-  
9 Debtor Parties.” The Ranches Committee and the Stipulating Non-Debtor Parties are  
10 hereinafter collectively referred to as the “Parties.”

#### 11 RECITALS

12 WHEREAS, on April 27, 2021, the Ranches Committee filed its Notice and  
13 Motion for an Order Directing Rule 2004 Examinations of the Debtors and Non-  
14 Debtor Parties (the “Rule 2004 Motion,” Dkt. No. 644) seeking formal discovery  
15 from the Debtors and 20 additional parties (collectively, excluding the Debtors, the  
16 “Non-Debtor Parties”), the hearing on which was originally scheduled before the  
17 court on June 2, 2021 and was then continued for further proceedings to July 7, 2021;

18 WHEREAS, subsequent to the filing of the Rule 2004 Motion, the Ranches  
19 Committee and the Stipulating Non-Debtor Parties have worked together  
20 cooperatively and effectively with respect to the Requests for Production of  
21 Documents set forth in Exhibit 1 to the Rule 2004 Motion (the “RFPs”);

1 WHEREAS, specifically, the Parties have met and conferred in an effort to  
2 accommodate one another's concerns; to ensure that the Stipulating Non-Debtor  
3 Parties' disclosures are made in a prompt and orderly manner; that the Ranches  
4 Committee's RFPs and informal information requests (and its advisor's diligence  
5 requests) are targeted to relevant issues and do not become overly burdensome or  
6 expensive to the Stipulating Non-Debtor Parties; and that the Parties coordinate with  
7 one another to the extent they reasonably can do so in light of the differing, and in  
8 some cases adverse, interests of their respective constituents and consistent with  
9 their respective fiduciary duties;

10 WHEREAS, the Ranches Committee has also independently been receiving  
11 documents and information from the Debtors and other non-Debtor parties and has  
12 entered into stipulations with the Debtors and other non-Debtor parties concerning  
13 the Rule 2004 Motion;

14 WHEREAS, the Ranches Committee's review of documents and information  
15 produced by the Stipulating Non-Debtor Parties, as well as Debtors and other non-  
16 Debtor parties, to date is ongoing, and during or after such review the Ranches  
17 Committee anticipates making additional requests that the Debtors produce  
18 supplemental documents and information; and

19 WHEREAS, the parties nonetheless agree that, given the substantial progress  
20 the parties have achieved to date, the Rule 2004 Motion need not be ruled upon with  
21 respect to the Stipulating Non-Debtor Parties.

1 NOW, THEREFORE, it is hereby stipulated and agreed as follows:

2 **I. WITHDRAWAL OF RULE 2004 MOTION WITH RESPECT TO DEBTORS**

3 1. The Ranches Committee's Rule 2004 Motion is deemed withdrawn  
4 without prejudice *solely with respect to the Stipulating Non-Debtor Parties*. This  
5 Stipulation has no effect on the Rule 2004 Motion with respect to any other Non-  
6 Debtor Parties.<sup>1</sup>

7 **II. DOCUMENT DISCOVERY**

8 4. The Stipulating Non-Debtor Parties have agreed to continue producing  
9 documents requested by the Ranches Committee's counsel and advisors, subject to  
10 the Stipulating Non-Debtor Parties' right to object to such requests and subject to the  
11 Ranches Committee's agreement to use best efforts to first obtain the documents and  
12 information from the Debtors. The Stipulating Non-Debtor Parties will continue to  
13 produce all such requested documents within their possession, custody, or control on  
14 a rolling basis, subject to the negotiations by the parties to this Stipulation. The  
15 Ranches Committee agrees to use reasonable efforts to rank the priority or urgency  
16 of its requests, to the extent practicable, when communicating said requests to the  
17 Stipulating Non-Debtor Parties.

18  
19  
20 <sup>1</sup> As set forth in previously filed Stipulations, the Ranches Committee also has  
21 withdrawn without prejudice its Rule 2004 motion with respect to the Debtors [*see*  
Dkt. No. 763], CHS Hedging, LCC [*see* Dkt. No. 766], Tyson Fresh Meats, Inc. [*see*  
Dkt. No. 847], and Segale Properties LLC [*see* Dkt. No. 870].

1           5.     To the extent practical, the Stipulating Non-Debtor Parties' document  
2 production shall also include documents responsive to the Ranches Committee's  
3 requests that were gathered by the Stipulating Non-Debtor Parties from sources  
4 within their possession, custody, or control using agreed search criteria to identify  
5 responsive electronically stored information ("ESI"). The Stipulating Non-Debtor  
6 Parties agree to collect and produce documents from other sources within their  
7 possession, custody, or control to the extent the request for such documents  
8 (including but not limited to the Ranches Committee's requests to conduct searches  
9 of ESI materials using search terms to be agreed upon by the Parties) is reasonable  
10 and the collection would not be unduly burdensome. The Stipulating Non-Debtor  
11 Parties reserve all rights to object to any request to collect documents from sources  
12 other than those identified above.

13           6.     The Parties agree that, in responding to the Ranches Committee's  
14 requests, the Stipulating Non-Debtor Parties shall not be obligated to obtain or  
15 produce documents that are not presently within the Stipulating Non-Debtor Parties'  
16 possession, custody, or control, and shall not be obligated to obtain or produce  
17 documents from any third parties not presently under the Stipulating Non-Debtor  
18 Parties' control.

19           7.     The Stipulating Non-Debtor Parties reserve all rights to object to the  
20 production of any documents or information protected by the attorney-client  
21

1 privilege or the work product doctrine, and reserve all rights to withhold such  
2 documents or information from production.

### 3 **III. DEPOSITIONS**

4 9. Upon request by the Ranches Committee directed to a specific  
5 Stipulating Non-Debtor Party, and subject to such Stipulating Non-Debtor Party's  
6 right to object, the subject Stipulating Non-Debtor Party will use reasonable good-  
7 faith efforts to (A) identify the witness(es) most knowledgeable regarding the subject  
8 matter(s) of the Ranches Committee's request and competent to testify to such subject  
9 matter(s) on behalf of such Stipulation Non-Debtor Party ("Witness"); and (B) make  
10 such Witness(es) available promptly for deposition. And in the event the deposition  
11 is requested for purposes of an impending deadline in the Chapter 11 Cases or a  
12 scheduled hearing, the subject Stipulating Non-Debtor Party/Parties will use their  
13 best efforts to make the Witness(es) available as soon as possible and in advance of  
14 said deadline or hearing. The Ranches Committee agrees to provide as much advance  
15 notice as possible under the circumstances for any such depositions.

16 10. Nothing herein shall limit or enlarge the right of the Stipulating Non-  
17 Debtor Parties to object to a requested deposition on any grounds, including that the  
18 total number of depositions sought by any Committee or party individually or  
19 collectively is excessive; provided, however, that the Stipulating Non-Debtor  
20 Party/Parties from which the Ranches Committee requests a deposition shall not  
21 argue that the Ranches Committee lacks authority to serve deposition or other

1 discovery notices under applicable rules. To the extent the Stipulating Non-Debtor  
2 Parties object to any requested deposition, the Parties shall meet and confer in good  
3 faith to attempt to resolve the Debtors' objection(s). If the Parties are unable to  
4 resolve the objection(s) following such reasonable efforts, either Party may petition  
5 the court for relief pursuant to Section IV hereof.

#### 6 **IV. DISPUTE RESOLUTION**

7 11. The Ranches Committee acknowledges and agrees that each Stipulating  
8 Non-Debtor Party is solely responsible for his/her/its own performance under this  
9 Stipulation and is not responsible for any other Stipulating Non-Debtor Party's  
10 performance or non-performance under this Stipulation.

11 12. In the event the Parties have disputes concerning the matters addressed  
12 in this Stipulation that they cannot resolve on their own, despite good-faith meet-and-  
13 confer efforts, any Party may contact chambers to arrange a telephonic conference  
14 with the court (a "Conference"), as permitted by Local Rule 9073-1, on the court's  
15 earliest available date.

16 13. The Party requesting a Conference (the "Requesting Party") shall  
17 provide a written notice (a "Discovery Notice") to the other Party describing the  
18 disputes (the "Identified Disputes") concerning which the Requesting Party seeks the  
19 court's guidance in sufficient detail for the other Party to frame its response. To the  
20 extent reasonably practicable the Requesting Party shall provide such Discovery  
21 Notice to the other Party at least two days before any Conference is convened.

1           14. Any further hearing concerning remaining Identified Disputes shall be  
2 convened promptly, subject to court availability. Nothing contained in this  
3 Stipulation is intended to alter the standards or burdens of proof or persuasion  
4 applicable to disputes arising in connection with a Rule 2004 examination and under  
5 applicable rules.

6 **V. MISCELLANEOUS**

7           15. For the avoidance of doubt, notwithstanding the provisions above, (A)  
8 the Ranches Committee reserves its right to seek additional documents and  
9 information from the Stipulating Non-Debtor Parties, including based on information  
10 that may be produced in accordance with this Stipulation; (B) the Stipulating Non-  
11 Debtor Parties reserve their right to oppose any such additional searches and  
12 productions; and (C) each Party reserves their rights to seek appropriate relief from  
13 the court in accordance with this Stipulation and/or pursuant to Rule 2004.

14           16. Nothing herein shall limit the Ranches Committee's right to take  
15 additional or different discovery from any party not a Party to this Stipulation.

16           17. Nothing herein shall affect or constrain in any way any Party's ability  
17 to take any action not specifically addressed by this Stipulation.

18           18. Nothing herein shall prevent any party from seeking a modification of  
19 this Stipulation by the court.  
20  
21



1           19. The Parties may agree to a modification of any deadlines in this  
2 Stipulation without further order of the court provided they do so in writing signed  
3 by their respective counsel.

4           20. Nothing in this Stipulation shall constitute an admission that any  
5 Stipulating Non-Debtor Party is an insider or affiliate of the Debtors, or either of  
6 them.

7 **STIPULATED AND AGREED:**

8       Dated: July 6, 2021

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1 Dated: July 6, 2021

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9 Dated: July 6, 2021

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**CERTIFICATE OF SERVICE**

I certify that on July 6, 2021, I caused the foregoing to be electronically filed with the Clerk of the court using the CM/ECF System, which in turn automatically generated a Notice of Electronic Filing to all parties in the case who are registered users of the CM/ECF System in this case. The Notice of Electronic filing for the foregoing identifies all recipients.

/s/ Christopher B. Durbin  
Christopher B. Durbin